

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Bruce Bernard/797-1240 by Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: All

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF ASHBRIITT, INC. TO PROVIDE DISASTER RECOVERY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES.

REPORT IN BRIEF: The Town solicited competitive sealed proposals for disaster recovery services for debris removal following an event where the health, safety, and/or welfare of the residents is threatened. RFP documents were sent to ten (10) prospective proposers. Additionally, the bid was advertised state-wide in Florida Bid Reporting and nationally in BidNet and also posted on the Town's web site. The Town received four (4) proposals. The selection committee chose Ashbriitt, Inc. as the top ranked firm to provide disaster recovery services to the Town. The Town has had a contract with Ashbriitt for several years and has developed a good working relationship with the firm. Ashbriitt had more local experience in providing these services than any of the other proposers. Any costs associated with work that Ashbriitt will do for the Town are reimbursable through FEMA. The initial term of the contracts is two (2) years with options to extend the contract for two (2) additional two (2) year terms by mutual agreement of the parties. Extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by the Town Council.

PREVIOUS ACTIONS: Not applicable.

CONCURRENCES: The firm of Ashbriitt, Inc. was chosen by the selection committee.

FISCAL IMPACT:

Has request been budgeted? n/a

If yes, expected cost: to be negotiated

Account Name: Reimbursable through FEMA

Additional Comments: Not applicable

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s):

Selection Committee Rankings

Contract between the Town and Ashbriitt, Inc.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF ASHBRIIT, INC. TO PROVIDE DISASTER RECOVERY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals for disaster recovery services to remove debris in emergency situations where there is a threat to the life, safety, or welfare of the residents; and

WHEREAS, the selection committee has selected Ashbriit, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Ashbriit, Inc. as the firm best qualified to provide disaster recovery services and authorizes the Mayor to execute an agreement for such services which is attached hereto and identified as Attachment "A"..

SECTION 2. Any costs associated with this service are reimbursable by FEMA.

SECTION 3. The initial contract term is two (2) years with options to extend the contract for two (2) additional two (2) year terms by mutual agreement of the parties. Contract extensions, if appropriate, will be handled administratively by staff subject to budgetary approval by Town Council.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER</u> FEMA Re-imbursement	<u>BUDGET ITEM & DESCRIPTION</u> Pre-positioned disaster Contractors	<u>APPROXIMATE COST</u> Undetermined
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METHOD OF PROCUREMENT (check the one that applies)

- ☒ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed Bruce Bunnell
Department Head

Have Funds been Reserved N/A

Date 6/13/05 Signed [Signature]

Signed [Signature]
Town Administrator

VENDOR	BIDS SUBMITTED	COST
ASHBRITT, INC.		RANKED 1 ST
CROWDER - GULF		RANKED 2 ND
D&J ENTERPRISES		RANKED 3 RD
BERGSON LAND DEVELOPMENT, INC.		RANKED 4 TH

Signed [Signature]
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor	Cost
ASHBRITT, INC.	RANKED 1 ST

	A	B	C	D	E
1					
2					
3					
4					
5		BERGERON	CROWDER-	ASHBRITT	D & J
6			GULF		ENTERPRISES
7					
8	B. UNDERWOOD		A B S E N T		
9	R. MUNIZ	4	2	1	3
10	B. BERNARD	4	2	1	3
11	M. KUTNEY	4	2	1	3
12	D. DIPETRILLO	4	2	1	3
13	H. HYMAN	4	2	1	3
14					
15	TOTAL	20	10	5	15
16					
17	RANKING	4th	2nd	1st	3rd

REQUEST

FOR

PROPOSAL

DISASTER RECOVERY SERVICES

**Town of Davie
Purchasing Division
6591 SW 45 Street
Davie, Florida 33314
(954)797-1240**

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2. GENERAL INFORMATION

3.1 PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposal, “proposer” shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this Request for Proposal.

1-2 PURPOSE

This Request for Proposals (RFP) provides guidelines for the submission of proposals in response to DISASTER RECOVERY SERVICES.

1-3 PROPOSAL SUBMISSION AND WITHDRAWAL

The Town of Davie shall not be held responsible for the content of RFP packages obtained from any third party source nor will the Town be responsible for providing addenda to potential proposers who receive a RFP package from other sources than the Town of Davie Purchasing Division. Municipalities and other governmental entities are able to utilize any contract or purchase order resulting from this bid.

The Town will receive proposals at the following address:

3.1.1. TOWN OF DAVIE

Purchasing Division/Town Hall

6591 SW 45 Street
Davie, Florida 33314

To facilitate processing please mark the outside of the envelope as follows: RFP No., Disaster Recovery Services. The envelope shall also include the proposer’s return address.

Proposers shall submit **one original and six copies (total of seven sets)** of the proposal in a sealed, envelope marked as noted above. A proposer may submit the proposal in by personal delivery or by mail.

2.1.2. THE TOWN MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. ON.

The Town cautions proposers to assure actual delivery of mailed or hand-delivered proposals **directly to the Town’s Purchasing Division at Town Hall, 6591 SW 45 Street, Davie, Florida, and Florida** prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (954) 797-1240, before proposal closing time. A proposal received by the Town of Davie Purchasing Division after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposals by notifying the TOWN in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened become a public record of the Town and will not be returned to the proposers. All proposals submitted shall be valid for a period of ninety (90) calendar days from the day of proposal opening.

Upon opening proposals are subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary and the legal basis for such exemption, including a specific statutory citation for such exemption.

1-4 INVITATION TO PROPOSE

The Town solicits offers for the services of responsible proposers to provide all necessary equipment, materials, supervision, operators, and laborers for disaster recovery services which can be created from unpredicted events such as, but not limited to; hurricanes, floods, tornadoes, sink holes, terrorism, other types of weather events and/or natural or technological disasters.

1-5 DEVELOPMENT COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer’s ability to meet the requirements of the RFP.

1-6 INQUIRIES

1-7 PRE-PROPOSAL MEETING

All interested parties are invited to attend a pre-proposal meeting bid meeting scheduled on June _____ at 2:00 PM. in the Town Hall Community Room, 6591 SW 45 Street, Davie. Vendors are urged to be prompt and be familiarized with the proposal documents.

At this time, the Town's representative(s) will be available to answer questions relative to this "Request for Proposal". Any modifications may be presented in writing to, or discussed with the Town's representative as possible amendments to the "Request for Proposal". The pre-proposal meeting is not mandatory.

The TOWN may record its responses to inquiries and any supplemental instructions in the form of written addenda. The Town may mail written addenda before the date fixed for receiving the proposals. Proposers shall contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town through written communication with the Town prior to the opening of the proposals.

1-8 ADDENDA

If revisions become necessary, the Town will provide written addenda to all proposers who have received the RFP from the Purchasing Division. Addenda will be issued by facsimile or by mail. The Town shall not be responsible for providing said addenda to potential bidders who receive a proposal package from other sources. All addenda issued by the Town will include a receipt form which must be signed and included with any proposals that are submitted to the Town. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the Town.

1-9 SELECTION PROCESS

In its discretion the Town may require any proposer to make an oral presentation of the proposal or provide demonstrations, telephone conference questionnaires/presentations, or submission of further written literature. These presentations/demonstrations/questionnaires provide an opportunity for the proposer to clarify the proposal for the Town. The Town will schedule any such presentations or requests for information.

Complete proposal packages will be evaluated by Town personnel taking price into consideration along with the proposer's ability to meet or exceed the qualifications and criteria established and being able to ensure prompt and efficient service to the Town.

1-10 AWARD

Once the proposals are opened, the proposals will be evaluated by Town personnel taking into consideration the criteria stipulated in the RFP. The Town will make an award to the proposer(s) who submit the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract but reserves the right to award more than one if in its best interest to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the Town. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the Town, and when required, an agreement has been executed by parties and approved by the appropriate level of authority within the Town. A sample agreement is attached to this RFP. Proposers are advised that any contract, which may result from the RFP, may deviate from the sample agreement.

In the event the parties are unable to negotiate terms acceptable to the Town, the Town may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may resolicit proposals, at its option.

The Town reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Town may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

Proposer warrants to Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer shall disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches or affiliate companies. Coordination of awarded contract to be with Town of Davie Public Works Director.

1-11 NEWS RELEASES

The proposer shall obtain the prior approval of the Town Administrator's office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the Proposer or its agents.

1-12 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of RFP receipt. The proposal of any proposer that is not fully licensed and certified shall be rejected.

1-13 PUBLIC ENTITY CRIMES

In accordance with the applicable portions of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1-14 LEFT BLANK INTENTIONALLY

1-15 DRUG-FREE WORK PLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-16 POLITICAL CAMPAIGNS

During the term of this Agreement, the Contractor/Proposer or any employee or associate, shall not be involved in any political campaign for the Town of Davie elective office nor make financial contributions to any such campaign.

1-17 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

3.2 INSURANCE REQUIREMENTS (proof of ability to obtain to be submitted with proposal)

3.2.1.WORKER'S COMPENSATION

The proposer shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation is required and must be provided to the Town of Davie via Certified Mail.

3.2.2. COMMERCIAL GENERAL LIABILITY

The proposer shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Proposers' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be **\$1,000,000** per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The Town of Davie must be named as an additional insured. The additional insured requirement is waived if Owners and Proposers' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the Town of Davie via Certified Mail in the event of cancellation.

3.2.3. BUSINESS AUTOMOBILE LIABILITY

The proposer shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be **\$500,000** per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the Proposer does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Proposer indicating the following:

_____ does not own any vehicles.

"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or

"Company Name"

Comprehensive Form coverage as of the date of acquisition.

2.1.2.1. *Proposer's Signature:* _____

Thirty (30) days written notice must be provided to the Town of Davie via Certified Mail in the event of cancellation.

3.2.4. SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Town of Davie's department that originated this contract.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the Town of Davie Department that originated the contract, and approved prior to the start of any work or the possession of any Town property or the commencement of services, as application...

1-18 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the Town of Davie Florida and to the fullest extent permitted by law, indemnify and hold harmless the Town of Davie, its officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the Town of Davie to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

1-19 BONDS

3.3. Bid Bond

Each proposal shall be accompanied by an original Bid Security in the form of a surety company Bid Bond or certified check, drawn upon any State or National Bank in Florida, payable to the Town of Davie in an amount not less than **one million dollars (\$1,000,000.00)**. **Any proposal received without a Bid Security will be rejected and returned.** Faxed bid bonds will not be acceptable. Bid Securities will be returned within **seven (7) days** after the TOWN and the awarded Contractor have executed the Contract, or if no Contract has been awarded, **within 90 days** after the date of opening of Request for Proposals, or upon demand of Proposer at any time thereafter, so long as he has not been notified of acceptance of his Bid. The Bid Bond executed by the Proposers shall be issued by a Surety Company licensed to do business in the State of Florida. If the Proposer to whom the Contract is awarded does not execute the Contract and furnish the required documentation within fourteen (14) of the date of Notice of Award, the Bid Security shall be paid to the Town as liquidated damages. The Proposers agree with the Town that the amount of Bid Security fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Proposer to fulfill his obligations required herein.

By use of power of attorney the attorney-in-fact who signs the bid bonds or contract bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

2.4. Performance and Payment Bonds

Contractor shall obtain a performance and payment bond in the amount of **\$1,000,000** and shall be maintained at the time "Notice to Proceed" document is enacted by the Town. Failure of the Contractor to be re-certified under the procedures contained in item 1-21 may result in the Contractor being declared in default and in action against the bond. Such surety bonds shall be in the form included herewith, conditioned on the faithful performance of the Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by the applicable laws. The Bonds shall be maintained in full force for a period of one year after date of final completion and acceptance, as a guarantee that the awarded Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The surety company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, shall be licensed to act as surety in the State of Florida, and shall be subject to the Town's approval.

1-20 ANNUAL RE-CERTIFICATION

Upon execution of a Contract, the Town is relying on the Contractor's capability to provide the required services. Such reliance is a critical element of the Town's disaster response and recovery program. Accordingly, any material failure to perform on the part of the Contractor could have an immediate adverse effect on the ability of the Town to recover from the disaster and could place lives and property in jeopardy. Accordingly, the Town will annually re-certify the contractor's qualifications to provide the services contained in the scope of work through the submission by the Contractor of evidence of capability to carry out the responsibilities of the Contract in an efficient and effective manner. Such evidence shall consist of the followings:

1. Contractor to acknowledge in writing to the Purchasing Manager no later than 90 days prior to anniversary date of contract all evidence in support of the Contractor's ability to perform and the intent to perform.
2. Statement of any material changes in capabilities including financial capabilities, updated Certificates of Insurance, equipment availability, staffing resources and subcontractor arrangements during the previous twelve month period or any such changes that are anticipated within the next twelve months.
3. Written confirmation that the scope of services contained in the Contract can be provided in accordance with the response times provided in the Contract.
4. Evidence that shows all insurance and surety requirements are being maintained and are in full effect.

1-21 SAFETY AND HEALTH REGULATIONS

The awarded Contractor(s) must comply with all applicable Federal, State and Local laws regarding Occupational Environmental Safety and Health. This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and Health and the Florida State Department of Labor Divisions of Safety Standards and regulations.

1-22 NON-ASSIGNMENT

Contractor shall not assign its rights and duties under this contract with out the prior written consent of the Town.

1-23 PERMITS, CERTIFICATES, LICENSES AND FEES

The Contractor shall procure any and/ all necessary permits, certificates, or licenses that have not been obtained by the Town. The Contractor shall pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

Permits to be secured by the contractor include; Town of Davie Environmental Permit for any tree removal or land clearing which may be required on the project. Town permit fees will be waived by the Town, however, fines and penalties will be assessed based upon standard fee structure.

1-24 NON-EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Town may, at any time, secure similar or identical services at its sole option.

1-25 SECURITY MEASURES

The Contractor shall take all measures necessary to insure that their firm's employee's and that of their subcontractor's comply with the security rules and regulations of the Town and all Federal, State and local rules, laws and regulations, For the services rendered under this contract, Contractor's employees or that of their Subcontractor's, shall not use controlled substances not prescribed for them, nor illegal substances on or off the Town's premises, and shall not use alcohol on the Town's premises nor preceding their work shift when to do so would in any way affect the performance of the services.

The Contractor shall attest in writing that a background check to the extent allowed by law of employment history and references has been conducted on each employee prior to employment. The Town shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. To the extent allowed by law, the Town reserves the right to conduct its own investigation of any employee of the Contractor or Subcontractor. The Contractor shall remove from service on the premises of the Town any employee of the Contractor/Subcontractor who, in the opinion of the Town is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the Town. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by Contractor.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the Town.

To the extent allowed by law, the Town reserves the right to investigate the Contractor's employees with use of the Police Department's computer network system and database. Results of any of the aforementioned information obtained to be forwarded to the Town's Project Manager.

The Contractor shall provide its employees with a picture I.D. to be worn while performing work for the Town or on the Town's premises.

STATEMENT OF WORK PART II

2-1 WORK OBJECTIVE

The Town of Davie is soliciting services of responsible proposers to provide all necessary equipment, materials, supervision, operators, and laborers for debris removal operations, including debris reduction and disposal for disaster recovery services. These services will only be required when an emergency situation exists, which threatens the life, safety or welfare of its citizens; i.e. hurricanes, floods, tornadoes, other types of weather events, natural or technological disasters and disaster due to terrorism. The Town of Davie is under no obligation, either written or implied, to issue a Notice to Proceed for this contract. The Town will be the sole judge if an emergency exists. The Town may award one contract or multiple if deemed in the Town's best interests. Proposers shall document all services/commodities that may be required and offered due to a disastrous event, including all pertinent information.

2-2 BACKGROUND HISTORY

Town of Davie was incorporated as a town in 1961 and since that time has experienced steady and substantial growth. Today the Town has nearly 85,000 residents. Town of Davie is the third largest land mass Town in Florida and largest within Broward County.

Geographically the TOWN encompasses 35 square miles. The TOWN has 162 miles of trail system and park system covering approximately 850 acres.

The Town provides police services, fire-rescue services, municipal services (roads and traffic), recreation services (parks, tennis courts, and swimming pools), and utility services (water, wastewater, and stormwater). Town of Davie is known nationally and internationally for rural lifestyle and open space. Both the low density, i.e. dwelling units per acre and equestrian community makes the Town a located within the center of the county.

Following a severe disaster the Town may experience extensive damage and unprecedented amounts of various types of debris, including woody debris and construction and demolition debris. A task force of TOWN staff will over-see a comprehensive damage assessment process in order to identify the extent, type, and location of damage. Following this assessment, the Town Administrator, department heads, and designated staff will determine priorities for disaster recovery.

2-3 PRE-DEPLOYMENT STRATEGY

The Town has a pre-deployment strategy for post disaster operations. This involves deploying staff to damage assessment teams to determine types and amounts of damage throughout the Town. The executive staff will be deployed to the Emergency Operations Center which is located at the Police Department, 1230 Nob Hill Road, Davie, Florida (unless otherwise determined). The disaster recovery project teams will consist of representatives of designated Town departments who are empowered to direct the activities of the contract under the operational control of the Public Works Director or designee. Administrative matters under the contract will be referred to the Town Administrator.

2-4 SCOPE OF WORK

The scope of the work to be performed by the awarded contractor(s) shall be determined by the parties at the time the Town of Davie requests services as authorized by the contractor(s) on-scene representatives. The contractor will provide all supervision, labor, materials, tools, equipment, and subcontracted equipment/ tools, materials necessary for the performance and completion of the work, unless otherwise agreed to between the parties. The contractor shall conduct the work so as not to interfere with disaster response and recovery activities of federal, state, and local governments and agencies or public utilities. **Services expected from the awarded contractor(s) will include, but are not limited to, the following:**

1. FIRST RESPONSE (INITIAL PUSH)

- Contractor shall be required to attend meeting(s) to identify disaster recovery priorities with Town representatives at location(s) within the Town as designated by the Town's Public Works director or Town Administrator.
- Contractor shall be able to respond to emergency situations when product is unknown or extent of service needed is uncertain.
- Contractor shall identify work-site limitations.
- Contractor and their subcontractors shall obtain all required permits, certificates and licenses.
- Contractor shall provide for immediate emergency clearing, opening up of roads and critical routes to restore service by methods such as, but not limited to the cutting and pushing of debris and disaster generated obstacles out of the right of way.
- Contractor shall provide clearance to allow for emergency access of search and rescue operations.
- Contractor shall allow for major roadways linking outside areas to designated response staging and relief center sites.
- Contractor shall allow for major roadways providing access to major commercial activity centers
- Contractor shall provide for access and entry roadways to and from disposal sites and solid waste disposal facilities.
- Contractor shall assist public/private utility companies with the ability to provide water and electrical service.
- Contractor shall be responsible for the removal of various types of debris from public property and right of ways.
- While Contractor is engaged in work requirements under this agreement, Contractor shall be responsible for the protection of water, sewer, storm drain, cable TV, gas and electrical lines and all other infrastructure and communication lines or other utility lines.
- Contractor shall provide for the emergency assessment of suspected contaminations of hazardous materials.

2. PICK UP AND HAUL

- Contractor to identify debris types and locations requiring removal (i.e. roadways, public property, right of ways).
- Contractor shall utilize their own vehicles to collect and load all debris from the Town's properties and right-of-ways. Each homeowner will move the debris to the street as is done with normal solid waste collection. Unless otherwise previously authorized by the Town's Public Works Director or Town Administrator or their Designee the Contractor will not conduct "right of entry" operations into private property.
- Contractor shall insure all debris is loaded at curbside with appropriate machinery that will not destroy property such as, but not limited to; Prentice Loader Grapples, etc. Depending on debris size and type, Contractor shall use appropriate excavation type machinery in accordance with local, state federal safety guidelines.
- The Contractor shall separate debris into four general groups: woody vegetative debris, construction/building rubble, hazardous materials and recyclable materials such as but not limited to aluminum, steel, cast iron and house hold white goods (refrigerators, appliances, etc.). All materials in these groups shall be picked up.
- Contractor shall establish collection routes depending on the first response and initial inspections. Each route shall be swept at least once to ensure that the right of way is clear for vehicular traffic. This may mean initially moving the debris to the side of the right of way with equipment that will not destroy roadways such as, but not limited to rubber tired wheel loaders. Once all right of ways are clear the collection can proceed. The Contractor will utilize its own vehicles and labor to load all debris on a given right of way until that right of way is clear. Contractor's crew will then move on to another route. Each route shall have three passes to ensure all debris has been collected from the right of way. Additional passes may be necessary depending on the severity of the event. All debris shall become the property of the Contractor for removal under lawful disposal guidelines. Debris to be transported and off loaded at a Temporary Debris Storage and Reduction Site or designated landfill.
- Contractor shall have signage on both sides of truck identifying the company, Town, truck number and capacity of truck (minimum 6" lettering).

3. TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/INSPECTION STATIONS

Contractor is responsible for the management and operation of the Temporary Debris Storage and Reduction Site (TDSRS). Part of the Contractor's responsibilities will include, but not be limited to the following:

- Assistance in the selection of temporary debris storage sites if different than the sites named herein.
- Proper and efficient management of the temporary debris storage and reduction sites.
- Construction and maintenance of inspection stations.
- Assistance in the form of personnel and equipment necessary to perform debris separation and reduction.
- Disposal/reduction alternatives, such as but not limited to chipping, grinding, mulching, compaction, mulching and chipping clean horticultural waste and burning (as necessary with appropriate permits and TOWN approvals).
- Contractor shall load and transport final debris from TDSRS to its final disposal destination. Contractor shall comply with all local, state and federal regulations for proper disposal.
- Restoration of storage and/or reduction site(s) to their original condition.

A. Temporary Debris Storage Reduction Sites

1. Burris Road
2. SW 136 Avenue and SW 26 Street
3. Westridge Park – west side

(This list is subject to change and sites will be confirmed upon Notice to Proceed.)

Town will track evolution of each site as conditions and development may affect availability. Secondary sites have been designated if primary locations are deemed unusable.

B. Inspection Stations

1. The Contractor shall construct, establish and maintain Inspection Stations for use by Town Inspectors or the Town's designee(s). These stations shall become the points of inspection and determination of load volume by a Town Inspector or the Town's designee. It is at these Inspection Stations that Town Inspectors or the Town's designee(s) will originate and complete the four part debris removal ticket for each load of debris, with a copy of the ticket to the vehicle operator for the Contractor's records/use. These Inspection Stations shall be constructed, established and maintained by the Contractor at every debris reduction, recycling and/or Temporary Debris Storage Site. These sites will also provide for the safety and comfort of the TOWN inspector(s) or the Town's designee(s) in the conduct of his/her work, and will be determined acceptable by the Town.

Each Inspection Station shall consist of an inspection tower and portable sanitary facilities. The Contractor shall construct the inspection tower in accordance with applicable technical and building code requirements. The tower shall be of sturdy construction using pressure treated wood. The floor elevation of the tower shall be such that it affords the TOWN inspector a complete view of the load bed of each piece of equipment being utilized to haul debris, and also allows for easy transfer of the debris removal load ticket between the TOWN Inspector and the vehicle driver. The floor area shall be a minimum of 4' x 8', constructed of 2" x 6" joists, 16" on center with 3/4" plywood supported by 4" x 4" posts. The perimeter of the floor area shall be protected by a 42" high railing constructed of 2" x 4" studs. Access shall be by wooden steps with a handrail. The inspection tower shall reasonably accommodate the TOWN Inspector and the operations planned.

The Contractor shall be responsible for providing and maintaining portable sanitary facilities at each Inspection Station which complies with all sanitary and technical codes. For each Inspection Station, Contractor shall also provide portable sanitary facilities in accordance with American Disabilities Act (ADA) and Florida Accessibility guidelines.

The Contractor shall cause the following acts to occur or facilitate their occurrence and shall be responsible to the TOWN for their performance.

- Well organized and managed inspection stations at entrance of the site.
- Inspection of loaded trucks for volume and type of debris.
- Loads to be measured by cubic yard properly loaded and compacted.
- Loaded ticket procedures per truck load for trucks entering.
- Verification of empty vehicles leaving the inspection station at disposal site.

4. OTHER DISASTER RECOVERY SERVICES

- A. Technical Assistance – Contractor shall provide for interpretation and assistance with the assurance of complying with local, state and federal guidelines inclusive of FEMA guidelines. Contractor shall also assist in the organization and training of applicable support staff and supervisors and the furnishing of any after action reports. Contractor to provide for the development and submission of appropriate documentation to gain maximum external funding. The TOWN will fill out forms and submit documentation accordingly to FEMA. However, the CONTRACTOR shall possess extensive knowledge and understanding in FEMA guidelines. CONTRACTOR shall provide the TOWN with assistance in understanding and maximizing the FEMA reimbursement process. The CONTRACTOR shall insure all necessary back up documentation (i.e. dump tickets, etc.) is submitted to the TOWN to comply with FEMA submission guidelines.
- B. Project Management – Contractor shall attend meetings, assist in public relations, provide for daily progress reports and public relations as well as the dispatching of field supervisors where necessary. A 24 hour response must be provided by Contractor for any complaints from homeowners. Contractor shall provide for quality assurance at all times.

- C. Hazardous Stump Removal – Contractor shall remove tree stumps deemed hazardous by the Town of Davie. Stump removal shall include backfilling the void with appropriate fill material and hauling of stump(s) to the temporary debris storage site or final disposal site.
- D. Hazardous Waste Collection – Contractor shall be responsible for the identification, segregation and containment of hazardous waste. Hazardous waste shall be sealed in appropriate containers and shall be transported to approved disposal location.
- E. Hazard and Debris Removal from Canals and Waterways – Contractor shall be responsible for the removal of any and all hazardous substance or material from canals and waterways owned by the Town. Such substance and material shall include, but not be limited to; storm debris, trees, limbs, vegetation, sunken vessels, carcasses and hazardous waste.
- F. Aerial Hazard Mitigation – Contractor shall be responsible for the removal of damaged, broken or hanging tree limbs and other types of storm debris that pose a threat to the public's safety and/or welfare.
- G. Demolition of Unsafe Structures – Upon TOWN notification, Contractor shall be responsible for demolishing single or multi-story structures determined unsafe by local authorities. Debris resulting from demolishment shall be removed offsite and disposed of in accordance with all local, state and federal guidelines.
- H. Fire Suppression Support – As determined by the Town, Contractor to assist in retention tactics such as but not limited to; cutting through wooded areas for fire lanes, creating access roads for fire fighting equipment and vehicles and building of fire retention beams.
- I. Emergency Delivery of Potable Water and Ice - Contractor shall provide an emergency supply of water to facilitate a safe water supply for human consumption, cooking and other life sustaining measures. Contractor shall also provide for the emergency supplying of ice to facilitate food storage and other life sustaining measures.
- J. Temporary Sanitation – As determined by the Town, Contractor shall provide for temporary toilet facilities in various locations throughout the Town.
- K. Temporary Showers – As determined by the Town, Contractor shall provide mobile trailers equipped with hot and cold water shower facilities.
- L. Temporary Kitchens – As determined by the Town, Contractor shall provide mobile trailers with self contained kitchens for food preparation.
- M. Temporary Satellite Communication – As determined by the Town, Contractor shall provide for satellite communication equipment and "on-air" talk time.

2-5 WORK PRODUCTS REQUIRED

Work products required shall include the following:

- 1. Full and detailed daily itemized records indicating all services, and site expenditure(s) performed by the proposer. Documentation of all costs associated with emergency incidents in a timely manner to assist the TOWN in cost recovery in accordance with established Federal Emergency Management Agency (FEMA) requirements. Must coordinate with appropriate TOWN staff regarding proper billing procedures to meet FEMA reimbursement requirements. Invoicing requirements shall include segregation of costs by site or Project Worksheet (PW).

REPORTS

The Contractor shall make such periodic reports to the TOWN as necessary to detail the progress of disaster recovery services. Based on the disaster, such reports shall include, but are not limited to:

- A. A daily report detailing: the Zone and Section number, street names and addresses where particular passes for debris removal were conducted and/or completed; the total number of personnel engaged in debris management operations on that day, the number of loaders and debris hauling vehicles in operation on that day; the daily and aggregate volumes of debris, by type, removed and disposed of; the percent completion of the project; the estimated completion date; any inspections conducted by federal, state or local government agencies; any damages to private property caused by Contractor operations; any reports of damage claims made by citizens; the number, name, and location of each debris management site in operation to include numbers of air curtain incinerators, pit burners, grinders, chippers and mulching machines in operation; and any other information as may be required to fully and completely describe the Contractor operations conducted on that day.
- B. A monthly summary of the information from the daily reports.
- C. At final acceptance of the project by the Town, the Contractor shall prepare and submit a detailed description of all debris management activities conducted, to include, but not be limited to total volumes of debris managed, by type;

the total cost of the project; any lessons as may have been learned for improving operations in the future; and any other additional information as may be necessary to adequately document the conduct of debris management operations.

2. Submittal of written reports documenting all action taken to assess and dispose of hazardous materials.
3. Other services as identified within the course of the contract.
4. Contractor shall submit plan describing method of compliance with all applicable environmental laws and regulations.

2-6 PERFORMANCE SCHEDULE

The Town of Davie anticipates the performance for services/commodities related to this Contract to begin at the time an emergency condition exists and upon approval by the appropriate levels of authority within the TOWN and upon a Notice to Proceed.

2-7 TERM OF AGREEMENT

The effective date of this Agreement shall be on the date of approval by the TOWN Council of the TOWN for a two (2) year term with an option to renew for two (2) additional year renewal periods subject to item 2-8 Termination of Agreement and to the appropriation of funds.

The obligations of the Town of Davie under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Town of Davie.

Changes in cost shall occur no more frequently than on an annual basis, from date of award with a written notice at least 90 days in advance. Rate increases are subject to the approval and acceptance of the Town.

The TOWN reserves the right to solicit proposals at any time during the contract period. Solicitation of the proposals should not be inferred that the TOWN wishes to terminate the services being currently provided.

2-8 TERMINATION OF AGREEMENT

The TOWN shall have the right to terminate this Agreement or suspend performance thereof without upon written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of Services on a schedule acceptable to TOWN. In the event of termination or suspension for TOWN's convenience, TOWN shall pay CONTRACTOR for all Services performed through the date of notice of termination or suspension.

2-9 ACCEPTANCE AND PAYMENT

Partial billing will not be accepted. The Town of Davie will pay 100% of the contract price for each service completed and accepted by Town of Davie Public Works Director or designee. Public Works Director or designee shall make final inspection of work and must approve in writing for payment. The Town will make payments within a net 30 days contingent upon completion of services to the satisfaction of the Town, matching of all load tickets to invoices and approval of service signed by Town/Contractor. Failure in providing customer satisfaction to the Town will result in payment withholding until compliance is received and approval granted. Unsatisfactory work will be explained by the using department and corrections shall be completed within two (2) calendar days. Invoicing shall clearly reference ticket number with date of service and truck numbers.

2-10 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made a part of this Invitation to bid that the submission of any bid response to this request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the bidder.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

2-11 SUBCONTRACTING

The TOWN reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this contract. If a sub-contractor fails to perform or make progress, as required by this contract, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new sub-contractor by the Town.

INSTRUCTIONS FOR PREPARING PROPOSALS PART III

3-1 PROPOSAL FORMAT

Proposers shall identify their understanding and methodologies of work to be performed as explained in the Scope of Work. Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. Proposers are not to make any reference to information they submitted in previous bids/rfps or quotes submitted to the Town.

A . Letter of Transmittal - On proposer's letterhead, proposer is to write a letter that will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment, if awarded the contract, to perform all work in a timely manner. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. The proposal shall name all persons or entities interested in the proposal as principals. ***The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.*** The letter should not exceed one page in length.

B. Addendum(s) – As a separate attachment, proposer is to provide a statement acknowledging receipt of each addendum issued by the Town.

C. Experience/Qualifications – On a separate attachment labeled and numbered accordingly, proposer is requested to answer the following questions in their entirety.

1. Proposer to list a minimum of five (5) references where proposer has provided similar type work for accounts similar size to the TOWN or larger all satisfactorily completed. Reference information to be supplied shall include, Name of Firm, Address, Telephone, Contact, Title, Type of Disaster, Type of Recovery Services Provided, Date of Service and Time Frame Initial Push was completed from Notice to Proceed. Additional references may be attached.
2. Proposer is to provide an experience record showing their firm's training and experience in similar work including disaster operations in the United States.
3. Proposer is to provide details on the qualifications of the individuals of the Firm and individuals who will perform the work, including relevant schooling, training and experience in similar work. Primary staff and backup personnel shall be identified by name and title. List specifically total number of crew that will be assigned to this project, if awarded the contract, and identify their respective tasks. Managers and other staff may only be changed with the express prior written permission of the Town of Davie. The Town of Davie reserves the right to approve or reject replacements.
4. Proposer is requested to provide a list of your firm's current contracts for disaster recovery services with other agencies, firms or organizations. The list should primarily emphasize contracts that your firm has in place within the Southeastern part of the United States. Please indicate the duration of time that these contracts will exist and a brief description of services that would be expected of your firm. Proposer is also requested to list their firm's anticipated workload and/or contracts that their firm will be entering into, and indicate how this anticipated workload will effect their firm's availability for other services.
5. List ALL your firm's memberships to local, state or nationwide organizations that assist in disaster recovery services. Proposer is requested to attach proof or copies of memberships.
6. List ALL awards and/or certifications achieved by your firm from local, state or nationwide organizations that assist in disaster recovery services. Proposer is requested to attach proof or copies of awards and/or certifications.
7. List of anticipated equipment that will be utilized for this contract.
8. Indicate the Number of years your firm/organization has been in business.
9. Submission of Quality Control Program
10. Submission of Safety Program
11. Summary of Dispatch method used for this proposal (radio, beepers, cellular phones etc.)
12. Summary of previous experience in a disaster related event describing what was done right and what could have been done differently.

13. List at least three (3) current financial references (name, address, and phone number) that the TOWN may contact in relation to the proposer's financial stability.

D. Scope of Work and Price Proposal – Services referenced by the TOWN in section 2-4 “Scope of Work” have been summarized as items (1 through 19) below for your reference. As an attachment labeled accordingly, proposer is requested to provide the following information for each of the nineteen items:

- An explanation of their firm's services for the referenced item.
- Proposed Prices for the referenced item. Pricing is requested to be proposed in as many unit of measure options possible (i.e. Cubic Yard, Cubic Ton, Each, Hourly, Daily, Weekly, Lump Sum, etc.)
- Anticipated time schedule for completion of services.

Proposer may identify additional types of services and pricing that are not referenced in the proposal for the Town's consideration. Any items that Proposer is unable to provide shall be clearly identified as “Not Available” by your firm. Pricing for bonding and insurance should be identified separately. Note: The TOWN will not pay any Travel or Per Diem Costs related to this contract.

1. First Response (Initial Push)
2. Pick up and Haul
3. Temporary Debris Storage and Reduction Sites / Inspection Stations
4. Technical Assistance
5. Project Management
6. Hazardous Stump Removal
7. Hazardous Waste Collection
8. Hazard and Debris Removal from Canals and Waterways
9. Beach Restoration
10. Removal of Debris from Sand on Beaches
11. Aerial Hazard Mitigation
12. Demolition of Unsafe Structures
13. Fire Suppression Support
14. Emergency Delivery of Potable Water and Ice
15. Temporary Sanitation
16. Temporary Showers
17. Temporary Kitchens
18. Temporary Satellite Communication
19. Optional - Other Types of Services and Fees Proposed

E. Outside Services (Subcontractors)– Proposer is to identify the extent and nature of any anticipated outside support (subcontracting) that will be necessary to complete the services herein. Identify each support vendor and detail type of service they are to provide along with any working history you have had with this firm. The TOWN reserves the right to reject any proposed persons or firms used as outside support.

G. Other

1. Provide evidence of current levels of insurance in areas identified in Proposal.
2. Provide bid bond with proposal response as referenced in item 1-20 “Bid Bond”. Use bid bond provided herewith on page 23.
3. Provide evidence of current levels of bonding capa TOWN to obtain the required performance and payment bond requirement for this contract.
4. Provide a summary of any litigation filed against the proposer within the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
5. Certifications: If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida. Submit occupational license from Entity where business is located.

6. Submission and completion of TOWN provided forms for acknowledgment of partnership, individual or corporation.

H. Additional Data - Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. The TOWN solicits a statement about why the proposer feels its approach would be most beneficial for the Town.

4-1 EVALUATION METHOD AND CRITERIA

The TOWN will evaluate proposals and will select the proposer which meets the best interests of the Town. The TOWN shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Town will have option to short list qualified firms for presentation to committee for ranking purposes.

The Town's evaluation criterion may include but shall not be limited to consideration of the following:

- Qualifications of Firm / Staff
- Experience
- References
- Ability to meet set standards
- Project Approach / Understanding of Scope of Work
- Technical Soundness of proposal
- Equipment list
- Response time/ Modification
- Cost of Services

Proposers Checklist

All proposals should be submitted in the format identified. Failure to do so may cause the proposal to be rejected.

- | | | |
|--|------------------------------|--|
| 1. Submission of A. Letter of Transmittal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Acknowledgment of Addenda and submission with RFP | Yes <input type="checkbox"/> | No <input type="checkbox"/> N/A <input type="checkbox"/> |
| 3. Submission of Experience/Qualifications for items 1 – 13? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Submission of Scope of Work and Price Proposal for items 1- 19? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Submission of Subcontracting information? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Submission of Other category as follows: | | |
| • Proof of Insurance | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Submission of Bid Bond in the amount of \$1,000 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • If Applicable, Summary of Litigation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

- Certifications
 - Submission of Notarized Acknowledgment of Business Type Form
7. Did Bidder submit Additional Data Yes_____ No_____
8. One original and six copies of proposer's response is submitted Yes_____ No_____

3.3.1 Proposers

3.3.2 Name: _____

ACKNOWLEDGMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Address

Town _____ State _____ Zip _____

Telephone No. _____ **Fax No.** _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, *doing business*

Signature
as _____

If a Partnership: _____

by: _____,

Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

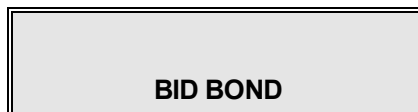
STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2005, by
_____ who is (who are) personally known to me or who has produced
as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR
STAMPED: _____

Commission Number: _____ My Commission Expires: _____



Disaster Recovery Services

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and
(Name of Bidder)

_____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the **Town of Davie**, Florida, as Obligee, in the sum

of: _____
Dollars (\$_____)

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Town of Davie a certain Bid attached hereto and made a part hereof, to enter into a contract in writing, hereinafter referenced to as "**Disaster Recovery Services**".

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn as provided in the Invitation to Bid and Instructions to Bidders attached hereto or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Form of Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____, 20____.

PRINCIPAL:

By: _____

Signature

(Seal)

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY:

By: _____

Signature

(Seal)

Name: _____

Title: _____

Address: _____

WITNESS:

Sealed and delivered in the presence of:

PERFORMANCE BOND

Disaster Recovery Services

3.3.4 Know all men by these presents:

That _____, a _____, (corporation, individual, partnership) of the State of _____, as principal, (hereafter called the "CONTRACTOR") AND _____, a corporation of the State of _____, as SURETY (hereinafter called the "SURETY"), are held and firmly bound unto the Town of Davie, a municipal corporation of the State of Florida, as obligee (hereinafter called the "TOWN") in the amount of _____ Dollars (\$ _____) lawful money of the United States of America for the payment of which the CONTRACTOR and the SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated the ____ day of _____,

20__, entered into a contract with the TOWN for **Disaster Recovery Services**, in accordance with the SPECIFICATIONS prepared by the Town which contract is by this reference made a part hereof (hereinafter called the "CONTRACT DOCUMENTS").

3.3.5 Now, therefore, the conditions of this obligation are such that:

- A. If the CONTRACTOR shall promptly and faithfully perform said CONTRACT DOCUMENTS; and if the CONTRACTOR shall fully indemnify and save harmless the TOWN and its consultants, and each of their officers, agents and employees, and the ENGINEER and its consultants, and each of their directors, agents and employees, from any and all costs and damages which they may suffer by reason of the CONTRACTOR'S failure to do so; and if the CONTRACTOR shall pay the TOWN for all losses, damages, expenses, costs, and attorneys' and legal assistant's fees, including appellate proceedings and bankruptcy, and including any liquidated damages or actual damages caused by the delay of performance of CONTRACTOR, that the TOWN sustains because of any default by the CONTRACTOR under the CONTRACT DOCUMENTS; and if the CONTRACTOR performs the guarantee and warrantee of all WORK under the CONTRACT DOCUMENTS for the correction period specified in the CONTRACTOR DOCUMENTS; then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. Whenever the CONTRACTOR shall be, and is declared by the TOWN to be in default under the CONTRACT DOCUMENTS, the TOWN having performed the TOWN's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:
- (1) Complete the CONTRACT DOCUMENTS in accordance with its terms and conditions; or
 - (2) Pay the TOWN any difference between the sum to which the CONTRACTOR would be entitled upon the completion of the CONTRACT DOCUMENTS, and that sum which the TOWN may be obliged to pay for the completion of said Work by CONTRACT DOCUMENTS or otherwise, and any damages, attorneys and legal assistant's fees, and including any liquidated damages or actual damages caused by the delay of performance of CONTRACTOR, which the TOWN may sustain on account of such Work, or on account of the failure of the CONTRACTOR to properly perform or execute all of the provisions of the CONTRACT DOCUMENTS; or
 - (3) Obtain a bid or bids for submission to the TOWN for completing the CONTRACT DOCUMENTS in strict accordance with their terms and conditions, and upon determination by the TOWN and the SURETY of the lowest responsible proposer, arrange for a contract between such proposer and the TOWN and make available as Work progresses (even though there should be a default or a succession of defaults under the CONTRACT DOCUMENTS or CONTRACT DOCUMENTS of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the CONTRACT PRICE; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the CONTRACT PRICE", as used in this paragraph, shall mean the total amount payable by the TOWN to the CONTRACTOR under the CONTRACT DOCUMENTS and any amendments thereto, less the amount properly paid by the TOWN to the CONTRACTOR.
- C. It is further stipulated, understood and agreed that:
- (1) Any changes in or under the CONTRACT DOCUMENTS, or any documents incident thereto, or the compliance or noncompliance with any formalities in connection with the CONTRACT DOCUMENTS or the changes does not affect the SURETY'S obligations under this Bond.
 - (2) The SURETY, for value received, hereby stipulates and agrees that no change in the CONTRACT TIME or CONTRACT PRICE, alteration of or addition to the terms of the CONTRACT DOCUMENTS or to the Work to be performed thereunder or the SPECIFICATIONS applicable thereto shall in any way affect its obligations under this Bond. The SURETY hereby waives notice of any such change in the CONTRACT TIME or CONTRACT PRICE, alterations of or addition to the terms of the CONTRACT DOCUMENTS, or to the Work or to the SPECIFICATIONS applicable thereto.

- (3) This obligation shall cover the CORRECTION PERIOD and any guarantees or warranties as required by the CONTRACT DOCUMENTS, or such longer period as may be prescribed by law or by any special guarantee required by the CONTRACT DOCUMENTS.
- (4) Any suit under this Bond must be instituted before the expiration of five (5) years from the date on which final payment under the CONTRACT DOCUMENTS is made.
- (5) This Bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statute are incorporated herein by reference thereto. In the event of any conflict, ambiguity, or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes shall control. No right of action shall accrue on this Bond to or for the use of any person or entity other than the TOWN and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.
- (6) It is further agreed and understood that if the TOWN is required to initiate legal proceedings to recover on this Bond, the TOWN may also recover its costs related thereto, including a reasonable amount for its attorney's fees, legal assistants' fees before trial, at trial, on appeal, and in bankruptcy.
- (7) Any claim under this Bond may be addressed to:
Name, address and telephone number of SURETY

 Name, address and telephone number for agent or
 representative in Florida, if different from above

Signed and sealed this ____ day of _____, 20____.

Witnesses (If Individual)

CONTRACTOR: (Print Full Name)

By: _____

Title:

Witnesses (If Individual)

SURETY Company: (Print Full Name)

By: _____ Agent and Attorney-in Fact

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.
IMPORTANT: SURETY companies executing the Performance Bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and be pre-approved by the TOWN.

PAYMENT BOND

3.3.6 Know all men by these presents:

That _____, a _____, (corporation, individual, partnership) of the State of _____, as principal, (hereafter called the "CONTRACTOR") and _____, a corporation of the State of _____ (hereafter called the "SURETY"), are held and firmly bound unto the Town of Davie, a municipal corporation of the State of Florida, as obligees (hereafter called the "TOWN"), in the amount of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the CONTRACTOR and the SURETY hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the CONTRACTOR has by written agreement dated the _____ day of _____, 20_____, entered into a contract with the TOWN for the Disaster Recovery Services, RFP No.: _____, in accordance with the SPECIFICATIONS prepared by the TOWN which is by reference made a part hereof (hereafter called the 'CONTRACT DOCUMENTS').

Now, therefore, the conditions of this obligation are such that, if the CONTRACTOR shall promptly make payment to all claimants, as hereinafter defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following conditions:

- A. A claimant is defined as any person supplying the CONTRACTOR with labor, material or supplies, used directly or indirectly by the CONTRACTOR or any subcontractor in the prosecution of the Work provided for in the CONTRACT DOCUMENTS and is further defined in Section 255.05(1) of the Florida Statutes.

- B. The above named CONTRACTOR and SURETY hereby jointly and severally agree with the TOWN that any claimant who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of the materials or supplies by such claimant, may sue on this Bond for the use of sums as may be justly due claimant, and have execution thereon. The TOWN shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action may be commenced hereunder by any claimant:
- (1) Unless the claimant, except a laborer or one having a direct contract with the CONTRACTOR, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnishes the CONTRACTOR with a notice that he intends to look to this bond for protection.
 - (2) Unless the Claimant, other than one having a direct contract with the CONTRACTOR, within ninety (90) days after such Claimant's performance of the labor or complete delivery of the materials or supplies, delivers to the CONTRACTOR and to the SURETY written notice of the performance of such labor or delivery of such material or supplies and the nonpayment therefor.
 - (3) After the expiration of one (1) year from the date of completion of performance of the labor or completion of delivery of the materials or supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- D. The CONTRACTOR and the SURETY, jointly and severally, shall pay the TOWN for all losses, damages, expenses, or costs and attorneys' fees, including appellate proceedings, and including any liquidated damages or actual damages caused by the delay of performance of Contractor, caused by any default of the CONTRACTOR or the SURETY of their obligations hereunder, including but not limited to, any sum which the TOWN may be compelled to pay because of any lien for labor or materials furnished for any Work included in or covered by the CONTRACT DOCUMENTS.
- E. The SURETY, for value received, hereby stipulates and agrees that no change in the CONTRACT TIME or CONTRACT PRICE, alteration of or addition to the terms of the CONTRACT DOCUMENTS or to the Work to be performed thereunder or the SPECIFICATIONS applicable thereto shall in any way affect its obligations under this Bond. The SURETY hereby waives notice of any such change in the CONTRACT TIME or CONTRACT PRICE, alterations of or addition to the terms of the CONTRACT DOCUMENTS, or to the Work or to the SPECIFICATIONS applicable thereto.
- F. This obligation shall cover the correction period or guarantee period as required by the CONTRACT DOCUMENTS, or such longer period as may be prescribed by law or by any special guarantee required by the CONTRACT DOCUMENTS.
- G. No final settlement between the TOWN and the CONTRACTOR shall abridge the rights of any beneficiary hereunder whose claim may be unsatisfied.
- H. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the TOWN and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.
- I. It is further agreed and understood that if the TOWN is required to initiate legal proceedings to recover on this Bond, the TOWN may also recover its costs related thereto, including a reasonable amount for attorneys' fees, legal assistants' fees, before trial, at trial, on appeal, and in any bankruptcy proceeding.
- J. Any claim under this Bond may be addressed to:
Name, address and telephone number of SURETY

3.3.6.1 Name, address and telephone number for agent or representative in Florida, if different from above

Signed and sealed this ____ day of _____, 20____.

Witnesses (If Individual)

CONTRACTOR: (Print Full Name)

By: _____

Title:

Witnesses (If Individual)

SURETY Company: (Print Full Name)

By:

Agent and Attorney-in Fact

IMPORTANT: SURETY companies executing the Payment Bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and be pre-approved by the TOWN.

FINAL RECEIPT

Disaster Recovery Services

Received this _____ day of _____, 20____, of _____ as full and final payment of the cost of all improvements provided for in the foregoing contract the sum of

_____ Dollars and _____ Cents,

(\$_____), in cash, being the full amount accruing to the undersigned by virtue of said contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____

_____ from all claims whatsoever growing out of said contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

DRUG-FREE WORK PLACE FORM

Disaster Recovery Services

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

3.3.6.2 Bidder's Signature_____

3.3.6.3 Date_____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN TOWN OF DAVIE AND ASHBRIIT, INC.**

THIS AGREEMENT made and entered into this _____ day of _____, 2005, by and between the Town of Davie, a municipal corporation of the State of Florida, hereinafter referred to as TOWN, and hereinafter referred to as CONTRACTOR:

WHEREAS, the TOWN intends to enter into a non-exclusive agreement for the provision of professional services by the CONTRACTOR to the TOWN; and

WHEREAS, the TOWN requires certain professional services in connection with Ashbriit, Inc.; and, WHEREAS, the CONTRACTOR represents that it is capable and prepared to provide such Services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this Agreement shall commence on the effective date of the resolution approving this agreement for a two year term, with an option to renew for two, two year renewals. The TOWN may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall perform the services as specifically stated in the Scope of Work attached as Exhibit A and as may be specifically designated and additionally authorized by the TOWN. Such additional authorizations will be in the form of a Work Order. Each Work Order will set forth a specific Scope of Services, amount of compensation and completion date and shall be approved by resolution of the TOWN Council.

ARTICLE 3 - COMPENSATION

The TOWN shall pay CONTRACTOR in accordance with Attachment B, Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 4 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional engineering CONTRACTOR, under similar circumstances and CONTRACTOR shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

Contractor shall indemnify and hold harmless the Town of Davie, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the Contractor to indemnify the Town of Davie, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the Town of Davie to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement. No provision within the Agreement shall be construed as a waiver of the Town's sovereign immunity nor grant any rights to third parties.

ARTICLE 6 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The TOWN shall have no right to supervise the methods used, but the TOWN shall have the right to observe such performance. CONTRACTOR shall work closely with the TOWN in performing Services under this Agreement. The CONTRACTOR shall not receive any TOWN benefits, stipend or privileges afforded by TOWN employees.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

WORKER'S COMPENSATION

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the Town of Davie via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The Town of Davie must be named as an additional insured. The additional insured requirement is waived if Owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the Town of Davie via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The Contractor shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy. In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.

"Name of Contractor"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,
_____ agrees to purchase "Any Auto" or

"Name of Contractor"

Comprehensive Form coverage as of the date of acquisition.

3.3.6.4 Contractor's Signature: _____

Thirty (30) days written notice must be provided to the Town of Davie via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this agreement.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Town of Davie's department that originated this contract.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the Town of Davie Department that originated the contract, and approved prior to the start of any work or the possession of any TOWN property or the commencement of services, as application.
3. Contractor shall obtain a performance and payment bond in the amount of \$1,000,000 and shall be maintained at the time "Notice to Proceed" document is enacted by the Town.

SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the Town of Davie.

ARTICLE 9 - TOWN'S RESPONSIBILITIES

The TOWN shall be responsible for all providing reasonably required access to all project sites, and providing information on hand including any outstanding issues or correspondence, and other data that are available in the files of the TOWN.

ARTICLE 10 - TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

TOWN shall have the right to terminate this Agreement or suspend performance thereof without cause for the Town's convenience upon fourteen (14) days written notice to Contractor, and Contractor shall terminate or suspend performance of services on a schedule acceptable to TOWN or at the end of this fourteen (14) day period, at the option of the Town. In the event of termination or suspension for Town's convenience, TOWN shall pay Contractor for all services performed through the date of notice of termination or suspension.

ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONTRACTOR shall consider all information provided by TOWN and all reports, studies, calculations, and other documentation resulting from the CONTRACTOR's performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONTRACTOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of TOWN or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 - MISCELLANEOUS

14.1 Non-waiver

A waiver by either TOWN or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the CONTRACTOR or any employee or associate, shall not be involved in any political campaign for TOWN elective office nor make financial contribution to any such campaign.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement is adopted by the TOWN and CONTRACTOR as a final, complete and exclusive statement of the terms of the Agreement between the TOWN and CONTRACTOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and CONTRACTOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the TOWN and CONTRACTOR.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The TOWN and CONTRACTOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved by the Town, whose consent may be reasonably withheld.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTORS most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the TOWN determine that the rates ad costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The TOWN shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to work in harmony with other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the TOWN upon completion for its use and distribution as may be deemed appropriate by the TOWN.

ARTICLE 20 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To TOWN
Town of Davie
Town Hall
6591 SW 45 Street
Davie, Florida 33314

Attention:

As to CONTRACTOR:

Ashbritt, Inc.
1280 SW 36 Avenue
Suite 102
Pompano Beach, Florida 33069

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and TOWN.

ARTICLE 21 - PROJECT TEAM

The Project Team shall consist of

Project Team members may be changed only with the prior written approval of the Town.

IN WITNESS WHEREOF, the Town of Davie, at a regular meeting thereof, by action of the TOWN Council and directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and it's seal to be hereunto affixed, and has executed this contract.

TOWN OF DAVIE

Witness:

By: _____

Tom Truex
Mayor

Approved as to Form and Legal Sufficiency:

By: _____
TOWN Attorney

ASHBRITT, INC.

CONTRACTOR

Attest:

By: _____
Corporate Secretary
(Affirm Corporate Seal)

Signature _____

Witness:

Title: _____
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no
President)

Approved by TOWN Council on _____, 2005, Item # _____

STATEMENT OF NO RESPONSE

DISASTER RECOVERY SERVICES

If you are not proposing on this service/commodity, please complete and return this form to: Town of Davie Purchasing Division, 6591 SW 45 Street, Davie, Florida 33314. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the Town of Davie.

COMPANY

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

_____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond

_____ We do not offer this product, service or an equivalent

_____ Our schedule would not permit us to perform

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

EXHIBIT A-- SCOPE OF WORK

1. Debris Management. Remove all hazards to life and property resulting from the disaster. Clean-up, demolition, and removal shall be work authorization approved by the TOWN Project Manager by individual work authorizations. Clean-up, demolition, and removal shall be limited to eligible debris. Eligible debris is that which after its clean-up, demolition, and removal: 1) eliminates immediate threats to life, public health, and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) is essential by its absence of ensuring economic recovery. Scope of Services shall include items such as emergency road clearance, debris removal from public rights-of-way removal of hazardous stumps, leaning trees/limbs, temporary debris staging areas and reduction sites, debris disposal, hazardous waste abatement, and sand screening, etc.
2. Technical Disaster Recovery Assistance. Provide disaster recovery technical assistance to elected and appointed officials of the TOWN. This assistance shall include documentation and management for the public assistance program, planning, training, and exercise development, as well as attendance at the Town of Davie Emergency Operations Center (EOC) during activation of the EOC for exercise and actual emergency events as requested by the Town Administrator, or his designee.
3. Temporary Satellite Communications. Provide temporary satellite communications equipment and "on-air" talk time to the TOWN to facilitate emergency communications within the TOWN and with outside agencies because of the loss of communications capability. Specifically, provide the satellite communications equipment and space time as listed in the work authorizations and the notice to proceed.
4. Emergency Power Generators. Provide temporary emergency power generators to TOWN to supply temporary electric to critical facilities because of power failures.
5. Emergency Delivery of Ice. Provide an emergency supply of ice to TOWN to facilitate food storage and other life sustaining measures. Specifically, provide the ice within the specifications and quantities as listed in the work authorizations and the notice to proceed.
6. Emergency Delivery of Potable Water. Provide an emergency supply of potable water to TOWN to facilitate a safe supply of water for human consumption, cooking of food, and other life sustaining measures. Specifically, provide the potable water within the specifications and quantities as listed in the work authorizations and the notice to proceed.
7. Emergency Equipment Rental, Labor, Materials and Supplies. Provide emergency rental of light, medium and heavy equipment; trucks and other vehicles; labor; materials; and supplies as requested by TOWN. Specifically, provide the rental of light, medium, and heavy equipment; trucks and other vehicles; labor; materials; and supplies as listed in the work authorizations and the notice to proceed.
8. Logistical Staging Areas. Provide for the operation and management of logistical staging areas to facilitate disaster recovery operations. Specifically, provide for the supplies and labor for the operations and management needed to establish and operate logistical staging areas within the specifications and quantities as listed in the work authorizations and the notice to proceed.
9. Services and Facilities. Provide and pay for all labor, tools, equipment transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the term specified in the work authorization. All work authorizations involving a time and materials portion of this Agreement shall have a not-to-exceed amount placed within them.
10. Permits and Licenses. Obtain, with the assistance of TOWN, permits and licenses of a temporary nature necessary for the prosecution of services. Not responsible to obtain permits or licenses where the requirement for which has or will be waived because of a declaration of emergency or disaster.
11. Supervision. Under the general oversight of the TOWN, contractor shall supervise and direct all work, workers, and equipment. Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. Contractor shall employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of contractor, and all communications given to the supervisor in writing by the TOWN'S authorized representative shall be as binding as if given to contractor.
12. Other Related Work. Perform other related work as directed by the Town Administrator.

Exhibit B

Disaster Recovery Services

All prices noted in this attachment are considered a baseline estimate. Actual prices that will be charged will be justified at the time a work authorization is approved. All costs must be based upon reasonable expenses for labor, equipment, material, and overhead/profit. Under no circumstances will costs that exceed reimbursable limits acceptable to the Federal Emergency Management Agency (FEMA) be proposed or approved in a work authorization.

Emergency Road Clearance

Contractor shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from primary roads as identified and directed by Town of Davie. The debris shall be stacked on the right-of-way to allow passage of vehicles along the primary transportation routes.

Compensation per attached hourly rate schedule.

Debris Removal from Public Right-of-Way

As directed by Town of Davie, Contractor shall load and haul all eligible debris to a Town designated Temporary Debris Storage and Reduction Site (TDSRS) or other disposal destination.

0 to 15 miles

16 to 30 miles

Debris Separation/Reduction and TDSRS Management

Contractor shall operate and manage the TDSRS to accept and process all event debris. Contractor shall perform any site preparation, to include but not limited to: (1) building and/or maintaining roads; (2) construction of a roofed inspection tower sufficient for a minimum of three inspectors; (3) any environmental requirements necessary to include wind control fencing, silt fencing, hazardous materials containment area, and/or water retention berms. All debris will be processed in accordance with all local, state and federal rules, standards and regulations. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction all debris will be segregated between vegetative debris, C&D, recyclable debris, white goods, and hazardous waste. Upon the closure of the TDSRS the site will be restored to its Pre-Use Condition.

Operation of TSDRS

Hazardous Stumps

Contractor shall remove hazardous stumps as identified and directed by Town of Davie. Stump removal shall include backfilling the void with appropriate fill material and hauling the stump to the TDSRS.

Stumps up to 6 inches in diameter

Stumps greater than 12 inches, less than 24 inches

Stumps greater than 24 inches, less than 48 inches

Stumps equal to or greater than 48 inches

Sand Screening

Town of Davie shall direct contractor to screen sand to remove all eligible debris deposited by the event. This process includes the collection of debris laden sand, transporting the sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning the sand to the approximate original location. Debris removed from the sand will be collected, hauled, and processed as ROW debris.

Final Disposal

Contractor shall load and transport processed debris to from the TDSRS to a final disposal site as directed by Town of Davie.
0 to 15 miles
15 to 30 miles

Technical Assistance

Contractor shall provide disaster recovery technical assistance to elected and appointed officials of Town of Davie. This service shall include documentation and management for the public assistance program, planning, training, and exercise development.

Service provided at no additional charge

Permits and Licensing

Contractor shall obtain, with the assistance of Town of Davie, permits and licenses of a temporary nature necessary for the execution of the scope of services.
Service provided at no additional charge

Quality Assurance and Supervision

Contractor shall provide sufficient supervision and programmatic controls to ensure compliance with procedural and regulatory standards established by FEMA, State of Florida, and Town of Davie.
Service provided at no additional charge

Temporary Satellite Communications

Contractor shall provide temporary satellite communications equipment and service as directed by Town of Davie to facilitate emergency communications within Town of Davie and with state and federal agencies supporting Town of Davie's recovery effort.
Satellite Communications provided at actual equipment lease and airtime cost plus 15%

Emergency Delivery of Ice

As directed by Town of Davie, Contractor shall provide an emergency supply of ice to facilitate food storage and other life sustaining measures. Ice is delivered by refrigerated trucks in 40,000 lb increments, with 20 pallets of bagged ice to each delivery.

Emergency Ice

- Additional Charge for storage
- Additional Charge for final distribution
- Additional Charge for standby (waiting to unload) past 4 hours

Emergency Delivery of Potable Water

As directed by Town of Davie, Contractor shall provide an emergency supply of water to facilitate a safe water supply for human consumption, cooking of food, and other life sustaining measures. Water is delivered by truck with 20 pallets per trailer.

Emergency Water

- \$0.15 per gallon to unload
- Additional Charge for storage
- Additional Charge for final distribution
- Additional Charge for standby (waiting to unload) past 4 hours

Emergency Power Generators

As directed by Town of Davie, Contractor has the capability to provide emergency power generators to supply temporary electric to the Town to critical Village facilities. Prior to establishing pricing for temporary generators it is necessary to collect technical information regarding the potential type and use of power at each facility indicated by the Town. It is also necessary to determine the Town's needs for technicians and the availability of emergency fuel supply. Unlike other emergency commodities power generators must be tailored to the specific need.

Emergency Power Generators

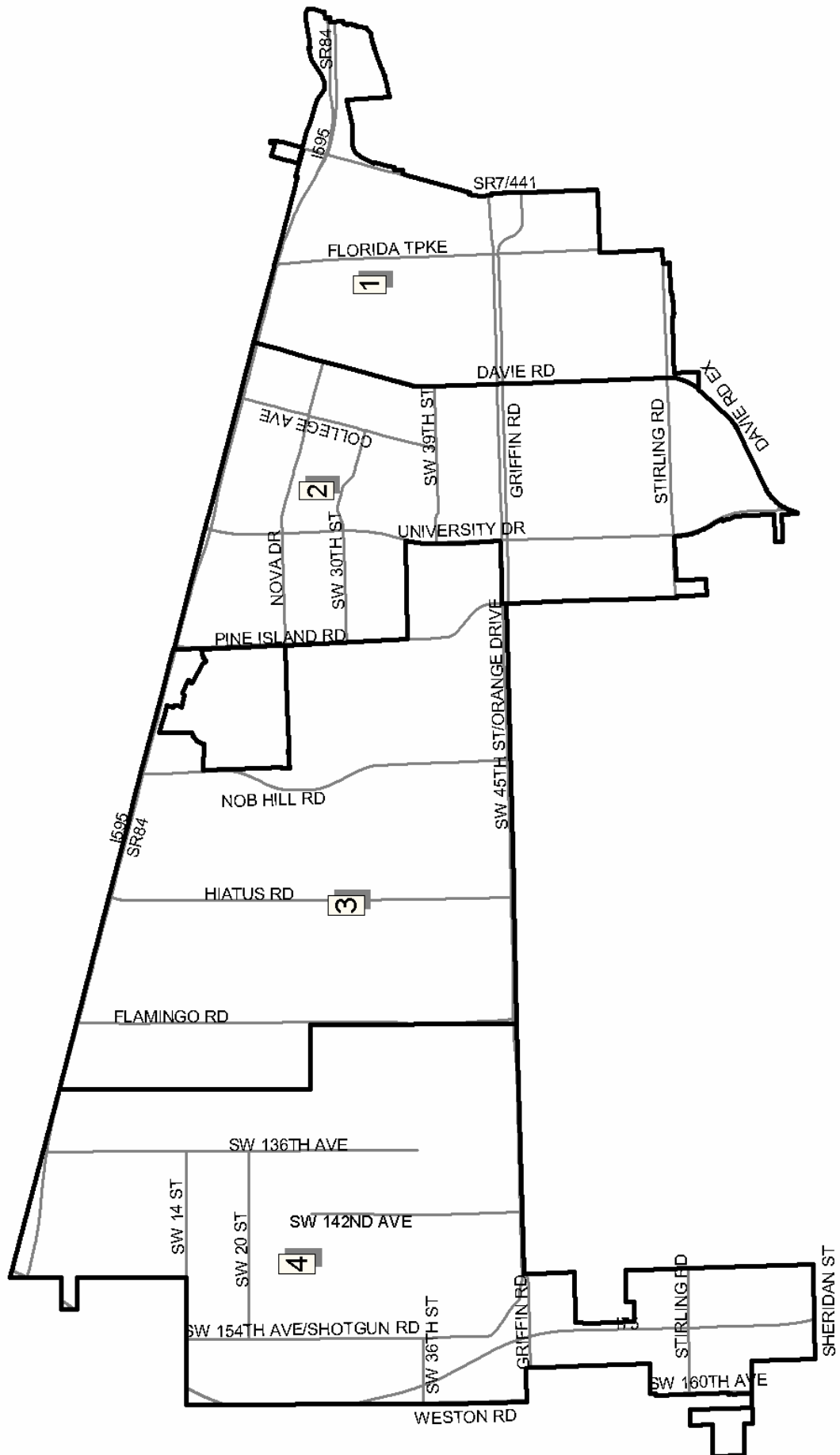
Demolition of Structures, Debris Removal from Private Property (ROE)

As directed by Town of Davie, Contractor shall demolish unsafe structures and remove debris that has been determined by the Town to be a threat to the health and safety of the public. Examples of enabling elected body resolutions and other necessary documentation for the right-of-entry (ROE) process are provided by the technical assistance experts working with Contractor and Town of Davie. Debris generated through the ROE program will be placed on the right-of-way and collected as part of the ROW debris program.

Compensation per attached hourly rate schedule

Hourly Equipment Schedule
*With Operators for Emergency Road Clearance, Leaning Trees,
Hanging Limbs, and Debris Removal From Private Property (ROE)*

<u>Equipment</u>	<u>Hourly</u>
210 Prentice Loader	
Self Loading Prentice truck - 25 to 40 yard dump body	
Wheel Loader, John Deere 544 or equivalent – 2 /12 to 3 yard bucket	
Tandem Dump Truck – 16 to 20 yards	
Wheel Loader, John Deere 644 or equivalent – 3 to 5 yard bucket	
Chainsaw Operator with gear	
Supervisor with pick-up truck	
Safety Manager with pick-up truck	
Mechanic's Truck with tools	
Flagmen for traffic control	
Trash Transfer Trailers - 110 yard with Tractor	
Bucket Truck - 50 cubic yard bed	
Equipment Transports	
Clerical	
Laborers	
Mobilization and Demobilization	



Price Proposal for the Town of Davie

Item	Task Description	U/M	Price
1.	First Response (Emergency Road Clearance)	Hourly	Hourly Schedule
2.	Debris Collection from Public rights-of-way, stump removal, aerial hazard mitigation, TDSR site management, separate and reduce debris by grinding, load and transport processed/ground debris and compacted C&D to final disposal (0-25 miles)	Cubic Yard	\$ 20.95
3.	Transporting processed debris to final disposal (>25 miles) Disposal tipping fee is a pass thru cost.	Cubic Yard/Mile	\$ 0.029
4.	Technical Assistance	N/A	N/C
5.	Project Management	N/A	N/C
6.	Hazard and Debris Removal from Canals and Waterways (Removed debris staged for collection as ROW debris)		
6 (a).	Barge with Winch (Crew of 2)	Day	\$ 4,795.00
6 (b).	Shallow Draft Landing Craft (Crew of 2)	Day	\$ 7,895.00
6 (c).	After review of waterways AshBritt will prepare a lump sum price to remove storm generated debris	Lump Sum	Incident Specific
7.	Sand collection, screening, and transport to beach	Cubic Yard	\$ 8.50
8.	Beach Restoration	Lump Sum	Incident Specific
9.	Demolition of Unsafe Structures (wood)	Square Foot	\$ 2.00
10.	Demolition of Unsafe Structures (concrete)	Square Foot	\$ 3.00
11.	Hazardous Waste Collection		
11 (a).	Hazardous Waste Collection (flammable solids)	55 gallon drum	\$ 595.00
11 (b).	Hazardous Waste Collection (flammable liquids)	55 gallon drum	\$ 475.00
11 (c).	Hazardous Waste Collection (pesticides)	55 gallon drum	\$ 475.00
11 (d).	Hazardous Waste Collection (paint related materials)	55 gallon drum	\$ 475.00
11 (e).	Hazardous Waste Collection (oxidizer liquids or solids)	55 gallon drum	\$ 725.00
11 (f).	Hazardous Waste Collection (corrosives-acids/bases)	55 gallon drum	\$ 525.00
12.	White Goods Collection	Each	\$ 45.00
13.	Freon Removal from cooling motors	Each	\$ 65.00
14.	Fire Suppression Support	Hourly	Hourly Schedule

EXHIBIT B

Price Proposal for the Town of Davie

Item	Task Description	U/M	Price
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The following items are available through State and Federal government resources. However, in the event that timely delivery of these items by the government does not meet the needs of our Client, AshBritt will arrange for delivery through our teaming partners. Pricing for these items will not exceed the pricing charged to State and Federal government by their suppliers

15.	Emergency Delivery of Potable Water	Various	Cost + 15%
16.	Emergency Delivery of Ice	Various	Cost + 15%
17.	Temporary Sanitation, Showers, Kitchens	Each	Cost + 15%
18.	Temporary Satellite Communication (satellite phones)	Each	Cost + 15%

EXHIBIT B

Hourly Rate Schedule for the Town of Davie, Florida

Heavy Equipment	Size or Type	U/M	Unit Price
<i>Operators Included</i>			
12-Foot Tub Grinder	Morbark 1200	Hour	395.00
13-Foot Tub Grinder	Morbark 1300	Hour	455.00
14 Foot Tub Grinder	Diamond Z 1463	Hour	490.00
Backhoe	Cat 416	Hour	95.00
Bucket Truck	Up to 50' reach	Hour	130.00
Bucket Truck	50' to 75' reach	Hour	150.00
Chipper w/ 2 man crew	Morbark Storm	Hour	125.00
Crane	30 Ton	Hour	170.00
Dozer	Cat D4	Hour	95.00
Dozer	Cat D5	Hour	105.00
Dozer	Cat D6	Hour	125.00
Dozer	Cat D7	Hour	135.00
Dozer	Cat D8	Hour	150.00
Equipment Transport w/ Tractor	50 Ton	Hour	90.00
Excavators	Cat 320	Hour	90.00
Excavators	Cat 325	Hour	115.00
Excavators	Cat 330	Hour	130.00
Mechanized Broom	Street Sweeper	Hour	75.00
Motor Grader	Cat 120G	Hour	120.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	125.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	140.00
Skid Steer Loader	Bobcat	Hour	55.00
Stump Grinder	Vermeer 252	Hour	85.00
Towed Loader w/ Tractor	Prentice 210	Hour	140.00
Tracked Loader	Cat 955	Hour	125.00
Tractor w/ Box Blade	80 Hp	Hour	35.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	125.00
Truck Mounted Winch	Tow Truck	Hour	90.00
Vacuum Trucks	Jet Vac	Hour	155.00
Water Truck	2000 Gallon	Hour	65.00
Wheel Loaders	Cat 950	Hour	115.00
Wheel Loaders	Cat 966	Hour	125.00
Wheel Loaders	Cat 980	Hour	135.00

Emergency Life Support	Size or Type	U/M	Unit Price
Emergency Ice Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Water Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Power Generators	Determined thru site survey	Each	<i>incident specific</i>

EXHIBIT B

Haul Vehicles	Size or Type	U/M	Unit Price
<i>Operators Included</i>			
Dump Truck	10 to 15 CY	Hour	40.00
Dump Truck	16 to 20 CY	Hour	50.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	60.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	70.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	80.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	90.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	95.00

Transportation Vehicles	Size or Type	U/M	Unit Price
<i>Operators Not Included</i>			
Box Truck	3/4 Ton	Day	165.00
Passenger Car	Full size	Day	95.00
Passenger Van	9 Passenger	Day	145.00
Pickup Truck	1/2 Ton	Day	125.00
Pickup Truck	3/4 Ton	Day	145.00
Pickup Truck	1 Ton	Day	175.00
Utility Van	3/4 Ton	Day	115.00

Personnel	Size or Type	U/M	Unit Price
Administrative Assistant	Individual	Hour	45.00
Clerical	Individual	Hour	35.00
Climber w/ Gear	Individual	Hour	85.00
Laborer w/ Tools	Individual	Hour	30.00
Mechanic w/ Truck and Tools	Individual	Hour	60.00
Operator w/ Chainsaw	Individual	Hour	55.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	60.00
Superintendent w/ Pickup Truck	Individual	Hour	75.00
Supervisor w/ Pickup Truck	Individual	Hour	60.00
Ticket Writers	Individual	Hour	35.00
Traffic Control Personnel	Individual	Hour	30.00

Marine Resources	Size or Type	U/M	Unit Price
14' Utility Boat w/ Motor	Crew of 1	Day	545.00
33' Fast Barge w/ Winch	Crew of 2	Day	4,725.00
56' Shallow Draft Landing Craft w/ Crane	Crew of 2	Day	7,850.00
Air Pump w/ multi breathing lines	Brownie Lung	Day	450.00
Hardhat Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Scuba Bottle Refill (air)	80	Each	21.00
Tank Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Water Discharge Hose	6 Inch	Ft/Day	1.00
Water Discharge Hose	12 Inch	Ft/Day	1.50
Water Pump	6 Inch	Day	1,295.00
Water Pump	12 Inch	Day	2,095.00

EXHIBIT B

Misc. Equipment	Size or Type	U/M	Unit Price
First Aid Station	OSHA Spec	Day	65.00
Light Tower	w/ generator	Day	65.00
Observation Tower	USACE Spec	Each	3,500.00
Office Trailer	40 foot	Day	85.00
Portable Toilet	Single	Week	55.00
Storage Container	40 foot	Day	55.00

EXHIBIT B

AshBritt

Environmental

Town of Davie
Bruce Bernard
6901 Orange Drive
Davie, FL 33314

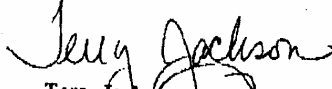
Fax: 954-797-1246

Dear Mr. Bernard:

AshBritt, Inc. will collect and haul storm generated debris from Public and Right of Way Property to a City or County designated landfill for \$12.75 per cubic yard.

Please contact me with any questions at 954-545-3535.

Sincerely,


Terry Jackson
Vice President

480 South Andrews Ave. Suite 103 Pompano Beach Florida, 33069
Tel: 954-545-3535 Toll Free 800-244-5094 Fax: 954-545-3585 www.ashbritt.com

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